

OMC-6480
Copy 3 of 4

NEGOTIATED CONTRACT

Contract No. ALX-706

The Perkin-Elmer Corporation
Main Avenue
Norwalk, Connecticut

Contract For: See Schedule

Estimated Contract Price
\$107,040

Mail Vouchers to:

Period of Performance
See Schedule

Administrative Data:


This contract is entered into, by and between the United States of America, hereinafter called the Government represented by the Contracting Officer executing this contract, and the above-named Contractor which is a Corporation, incorporated in the State of New York, hereinafter call the Contractor.


The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule issued hereunder, for the consideration stated herein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule and General Provisions, which together with this signature page and the accompanying certificate comprise this Contract ALX-706. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of
11 MAR 1964, 1964.

Signatures:

THE PERKIN-ELMER CORPORATION
BY 
Vice President and
TITLE General Manager E-O Divn.,

THE UNITED STATES OF AMERICA
BY 
Contracting Officer

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Contract No. ALX-706

CERTIFICATE

I, , certify that I am the
Assistant Secretary of the Corporation
named as Contractor herein; that
signed this contract on behalf of who
and General Manager was then Vice President
of said Corporation; that said
Contract was duly signed for and in behalf of said Corporation by
authority of its governing body, and is within the scope of its Corporate
powers.

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(Corporate Seal)

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SCHEDULE

PART I - CONTRACT WORK

The Contractor shall furnish all necessary personnel, materials, supplies and facilities (except facilities provided by the Government), and shall perform for the Government all work and services set forth in EXHIBIT "A". Said EXHIBIT "A" is attached hereto and made a part of this contract.

PART II - PERIOD OF PERFORMANCE

The period of performance hereunder shall commence on 8 February 1964 and shall expire on 31 May 1964; however such period of performance may be extended by mutual agreement between the Government and the Contractor.

PART III - ESTIMATED COST AND FIXED-FEE

a. The estimated cost of the performance of this contract, exclusive of the fixed-fee is NINETY-EIGHT THOUSAND SIX HUNDRED FIFTY-FOUR DOLLARS (\$98,654).

b. The fixed-fee for performance of this contract is EIGHT THOUSAND THREE HUNDRED EIGHTY-SIX DOLLARS (\$8,386).

PART IV - PAYMENTS

a. In accordance with the provisions of Clause 3 of the General Provisions of this contract entitled "Allowable Costs, Fixed-fee and Payments," the Government shall pay the Contractor, as full compensation for the performance of this contract, the fixed-fee as specified in PART III above, and the Allowable Cost incurred by the Contractor in the performance of this contract and accepted by the Contracting Officer, as chargeable in accordance with "Contract Cost Principles, Section XV, PART 2, Armed Services Procurement Regulations, Revision No. 50 dated November 2, 1959". It being understood and agreed, without limiting the generality of the foregoing, that the following shall be considered as allowable items of cost hereunder when incurred or paid by the Contractor and when necessary and required and used for the performance of work hereunder:

(1) TRAVEL - Expenditures by the Contractor for transportation of personnel directly engaged in the performance of work hereunder, plus reasonable actual subsistence expenses. The Contractor may perform travel relating directly to the performance of this contract without prior approval of the Contracting Officer; however, travel by Contractor's personnel to meetings, symposiums, conventions, exhibits, and training courses conducted by professional or trade organizations, unless directed to do so by the Contracting Officer, shall be coordinated in advance of such travel with the Contracting Officer for his concurrence.

(2) **OVERTIME** - Overtime wages and the premium portion of overtime wages in accordance with the Contractor's established policies and procedures. Such overtime shall be kept to a minimum consistent with the overall objectives of the program.

(3) **ANTICIPATORY COSTS** - All costs which have been incurred by the Contractor on or after 8 February 1964, in anticipation of and prior to the signing of this contract, and which, if incurred after the signing of this contract would have been considered as items of Allowable Costs hereunder, will be accepted by the Contracting Officer as costs under this contract.

(4) **CONTRACTOR'S RESEARCH AND DEVELOPMENT EXPENSE** - Expenditures for independent research and development as a component of Contractor's G and A Expense, computed on the same basis negotiated between Contractor and the Cognisant Government Audit Agency.

(5) **EXTENDED TRAVEL** - Extended travel compensation in accordance with Section 805-7 of Contractor's Policy and Procedure Manual.

(6) **OVERHEAD** - Amounts determined as provided in the Clause of this contract entitled "Negotiated Overhead Rates" to cover all overhead charges. Pending establishment of the final negotiated rates, provisional payments shall be made at billing rates approved by the Contracting Officer. For the purpose of the negotiated overhead rates clause of the contract, the period shall be one year based on the Contractor's fiscal year.

(7) **PROGRESS PAYMENTS** - Progress payments made to subcontractors performing work under this contract on a fixed-price basis.

b. The Fixed-Fee shall be paid in monthly installments based on allowable costs incurred by the Contractor and approved by the Contracting Officer computed at the same ratio that the total fixed-fee stated herein is to the total ~~estimated cost~~ stated herein; subject, however, to the withholding provisions of Paragraph (c) of General Provisions³, **ALLOWABLE COST, FIXED-FEE, AND PAYMENT**. The fixed-fee payable hereunder shall not exceed the amount therefor stipulated in the contract as it may be amended from time to time.

PART V - USE OF GOVERNMENT FACILITIES ON A NO CHARGE BASIS

The Contractor is authorized to use, in the performance of this contract, the Government-owned facilities provided to it under Facilities Contracts AF33(600)-28501 and RE-518, in effect on the date of this contract, on a no-charge basis.

PART VI - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

PART VII - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer of any subcontract issued hereunder by the Contracting Officer or any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

Contract No. AIX-706

EXHIBIT "A"

STATEMENT OF WORK

a. The Contractor shall undertake on a best efforts basis for a period of three months, studies and investigations of the problems set forth in its Proposals Nos. 5058 and 5059 dated 30 December 1963 and 2 January 1964 respectively. Said proposals are on file with the Contractor and the Contracting Officer and are incorporated into and made a part of this contract by reference.

b. The three months' period of studies and investigations shall culminate in a separate engineering report for each program which will describe the work done and the results and conclusions obtained.